

AGREEMENT

Between

The Fair Lawn Board of Education

And

The Fair Lawn Administrative and Supervisory Association

July 1, 2007 - June 30, 2010

Fiscal Year

PREAMBLE

This Agreement entered into this 4th day of April, 2007, by and between the Fair Lawn Board of Education, County of Bergen, Fair Lawn, New Jersey, hereinafter called the "Board", and the Fair Lawn Administrative and Supervisory Association, hereinafter called the "A and S Association".

WITNESSETH

WHEREAS the Board has an obligation pursuant to NJSA 34:13A-1 et seq. to negotiate with the A & S Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, AND

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants it is hereby agreed as follows:

\* \* \* \* \*

## SALARIES AND OTHER COMPENSATION (continued)

4. If the resultant action of the Board is to withhold an adjustment and/or increment, it shall, within ten days of said action, give written notice of such action, together with the reasons therefore, to the employee concerned.
  5. Where an employee's increment and/or adjustment has been withheld, at the sole discretion of the Board of Education the employee may subsequently be placed on a step of the current guide which he would have occupied had the increment or adjustment not been withheld.
- C. Salary credit for experience shall be granted at the beginning of each school year. All members of the unit not at maximum will be moved one (1) step on the salary guide annually until they have reached maximum on the guide.
- D. Effective July 1, 2004, an annual stipend of \$2,000 shall be established to recognize any member holding a Doctorate degree.
- E. Placement on the salary schedule shall be not less than the minimum or more than the maximum.
- F. Those administrative and supervisory positions set forth within this Agreement not covered by New Jersey Statutes shall enjoy the status of tenure in Fair Lawn as if the position were covered by New Jersey Statutes.
- G. Effective July 1, 2004, whenever a new employee shall accept employment as a member in the Fair Lawn School District, his/her initial placement on the salary schedule shall be at such point as may be agreed upon by the member and as recommended by the Superintendent of Schools for the approval of the Fair Lawn Board of Education. It is understood that a newly hired employee will be placed on a salary step that is commensurate with his or her prior administrative/supervisory experience.
- H. When a pay day falls on or during a school holiday, break or weekend, administrators shall, if possible, receive pay checks on the last previous working day.
- I. Employees covered under this Agreement shall be compensated at a mileage rate to be adjusted to the prevailing rate in the district, for the use of his/her own automobile when it is used in the performance of his/her job. Compensation for the use of the individual's automobile shall be limited to automobile use to attend conferences and/or visitation outside the district with mileage calculated from school assignment to conference/visitation site and return.
- J. That pay for days worked outside the contracted work year for those who are not Twelve month employees shall be as follows:
1. Per Diem rates will be computed as 1/210 of the individual's current applicable salary on the guide for 11 month employees and 1/200 for 10 month employees.
  2. The above per diem rate shall be for work days of four (4) hours or more. If less than four (4) hours are worked the per diem rate shall be one-half.
  3. Acceptance of such work may be refused by the employee without prejudice.

## INSURANCE BENEFITS (continued)

3. The Health Insurance shall provide coverage as offered by New Jersey Blue Cross/Shield Blue Card PPO Plan or equivalent, shall be detailed in Master Policies and Contracts and shall include, but not be limited to:
  - a. Payment of semi-private room, board and miscellaneous costs.
  - b. Out-patient benefits.
  - c. Payment for laboratory fees, diagnostic expenses and therapy treatments.
  - d. Payment for maternity costs.
  - e. Payment for surgical costs.
  - f. Major Medical coverage up to \$1,000,000.
4. The Board shall contribute toward the premium cost of Health Insurance coverage as outlined above, in the following manner:
  - a. The Board shall pay the full premium cost for each employee and any of the employee's dependents.

### B. Dental/Prescription/Long Term Disability/Optical

1. Effective July 1, 2007, the Board of Education shall pay up to an additional \$200.00 per employee over and above the current payment of \$4,000. Said payment will be used to keep the dental and/or prescription and/or long term disability and/or optical policy at the 2003-2004 benefit levels. Should the premium increase be less than \$200 for the 2007-2008 school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.
2. Effective July 1, 2008, the Board of Education shall pay up to an additional \$200.00 per employee over and above the current payment of \$4,200. Said payment will be used to keep the dental and/or prescription and/or long term disability and/or optical policy at the 2003-2004 benefit levels. Should the premium increase be less than \$200 for the 2008-2009 school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.
3. Effective July 1, 2009, the Board of Education shall pay up to an additional \$200.00 per employee over and above the current payment of \$4,400. Said payment will be used to keep the dental and/or prescription and/or long term disability and/or optical policy at the 2003-2004 benefit levels. Should the premium increase be less than \$200 for the 2009-2010 school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.
4. Should the premiums for the 2007-2008 through 2009-2010 School Years be less than required to keep the benefit levels at the 2003-2004 level, then the remaining money may be used to supplement the subsequent School Years, if necessary, to keep the plans at the 2003-2004 benefit levels. Through June 30, 2010, if all of the \$600 has not been used to supplement the ancillary benefit cost of subsequent school years, the remaining money will revert back to the Fair Lawn Board of Education.

## INSURANCE BENEFITS (continued)

Employees waiving coverage must show proof of alternate coverage. The waiver will remain in place for 12 months, and the employee may re-enroll unconditionally effective each subsequent January 1<sup>st</sup>, (with 30 days notice) and may also re-enroll immediately if they submit proof of a life status change (as defined by IRS, e.g. employment, death or disability of a spouse; divorce or legal separation, activation to full-time military status, etc.)

The Board of Education has adopted a Section 125 Plan Document and the waivers will be administered in accordance with the IRS Code and guidelines.

### ARTICLE IV - WORK YEAR AND VACATIONS

#### A. Twelve Month Employees

1. Unless requested to work by the Superintendent of Schools, all twelve (12) month employees covered by this Agreement shall be entitled to a full December break, all holidays listed on the Board's school calendar, as well as independence Day and Labor Day. If a twelve (12) month employee is requested to work during any of the December break time or holidays, he/she shall be entitled to such compensatory time as may be approved by the Superintendent of Schools.

The total number of vacation days within any school year for employees hired on or after July 1, 1997 shall be twenty (20) days, upon completion of one (1) year of employment, plus the full December break. Upon completion of two (2) years of employment, employees hired on or after July 1, 1997 shall be entitled to twenty (20) days of vacation, plus the full December break. Upon completion of three (3) years of employment, employees hired on or after July 1, 1997 shall be entitled to twenty (20) days of vacation, plus the full December break. Upon completion of four (4) years of employment, employees hired on or after July 1, 1997, shall be entitled to twenty-five (25) days of vacation, plus the full December break. Vacation days for administrators employed after June 30, 1994, must be taken after the first full year of employment. Exceptions must be approved by the Superintendent of Schools. Upon termination of employment for any reason, unused vacation will be paid at the current per diem rate. For those employed during a school year, vacation days will be prorated and must be taken in the following year, beginning July 1<sup>st</sup>.

These 20 or 25 days shall be taken during the summer and/or the winter and spring break periods. All vacation arrangements must have the prior approval of the Superintendent of Schools.

Unless prior approval has been granted by the Superintendent, the High School shall be provided with building coverage by having at least one administrator during vacation periods, specifically any of the following: Principal, Vice Principal, or Director of Athletics.

Vacation days shall not be cumulative from one school year to another. Exceptions may be made if an Administrator or Supervisor is requested to work during a vacation period by the Superintendent of Schools.

In such cases, the Administrator so affected may be permitted, at the discretion of the Superintendent of Schools, to apply his unused vacation days to a mutually agreed upon

## WORK YEAR AND VACATIONS (continued)

2. The remaining fourteen (14) days will be attached either immediately before the days in subsection B1 (b) above or after the days in subsection B1(c) above. The Superintendent will prepare the work calendar for eleven (11) month employees in accordance with Section D below.
3. The following employees are eleven (11) month employees:
  - a. Elementary School Principals
  - b. Director, Elementary Curriculum and Instruction
  - c. Vice Principals – Middle Schools\*  
Subject Supervisors\*
4. All eleven (11) month employees shall receive eleven (11) sick days per year which shall be credited in accordance with the customary district practice.

### C. Ten Month Employees

1. The work year for a ten (10) month employee shall be 196 days. The 196 days shall include (a) the teachers' work year of up to 186 days, (b) the five days immediately before the teachers' work year and (c) the five days immediately after the teachers' work year.
2. In addition to the regular work year, any ten (10) month employee may be assigned to work additional days (called Project Days) by the Superintendent, to perform certain special tasks or studies. Any such days will be attached either immediately before the days in subsection C1 (b) above or after the days in subsection C1 (c) above. The Superintendent will prepare the Project Day assignments for each school year in accordance with Section D below. Acceptance of such work may be refused by the employee without prejudice.

3. Assistant Principals at the High School are ten (10) month employees.

All ten (10) month employees shall receive ten (10) sick days per year which shall be credited in accordance with the customary district practice.

- D. The Superintendent will develop a tentative work calendar, in consultation with the Association, and transmit it to the Association on or before March 15 (but in no event later than April 1) preceding the commencement of the applicable school year. If there is an emergency situation (as determined by the Superintendent in his discretion), the Superintendent may modify the work calendar after the deadline of the preceding sentence but must notify the Association.

## ARTICLE V - PROFESSIONAL DEVELOPMENT

- A. A Professional Development Fund shall be set up for each employee to be used for the following items only:
  1. Dues to professional organizations except NEA or NJEA.
  2. Tuition for courses in the area of present employment.

## ARTICLE VII - TEMPORARY LEAVES OF ABSENCE

### A. Temporary Leave of Absence with Pay

The Superintendent of Schools may grant emergency leave to any regularly employed person to a maximum of ten (10) days emergency leave per year, which days shall not accumulate, for the following reasons:

#### 1. Death in the family:

##### a. Immediate family - 5 days per occurrence

Husband or Wife

Children

Mother or Father

Sisters or Brothers

Mother-in-law or Father-in-law

Daughter-in-law or Son-in-law

Anyone living in the same domicile at time of death

##### b. Other family members - 3 days per occurrence

Grandmother or Grandfather

Grandmother-in-law or Grandfather-in-law

Sister-in-law or Brother-in-law

Grandchildren

##### c. Death of a relative not a member of the immediate family - 1 day per occurrence.

#### 2. Personal Business/Illness in the Family - 3 days

##### a. Personal Business Days shall be used for those things which cannot be done by the employee during other than normal school hours. The Superintendent reserves the right to require verification of same in order to insure proper and intended use of this provision

##### b. Personal Business Days may be used by the employee for reasons of illness in the immediate family or illness of one living in the same domicile.

##### c. Notwithstanding the above, Personal Business/Illness in the Family days not utilized during the employee's work year shall accrue as additional sick days.

##### d. In addition to such accrual as unused sick leave, all personal business days unused during any year shall accrue as terminal leave days referred to under ARTICLE X.

##### e. The accrual referred to in 2c and 2d above shall begin in the 1986-87 school year.

#### 3. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. An administrator/supervisor shall be paid his/her regular pay to supplement any difference to any pay he/she receives from the state or federal government.

## GRIEVANCE PROCEDURE (Continued)

4. A "party in interest" means an aggrieved individual, his immediate superior, and/or any staff member in the chain of administration below the Superintendent or his designee.
5. The term "representative" shall constitute the person designated by the Association to represent the Association and/or the aggrieved individual at the grievance proceedings. Nothing herein shall prevent the aggrieved individual from representing himself. When an individual refuses representation by the Association, the Association shall have the right to be present and present its views at all stages of the grievance.
6. The term grievance and these grievance procedures shall not apply to the following:
  - a. To a case arising out of official action of the Board of Education, except as such action shall apply to any Article of this Agreement.
  - b. The failure or refusal of the Board to renew the contract of any non-tenure member of this unit.
  - c. Any case in which the employee is claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such employee pursuant to the provisions of the Tenure Employees Hearing Law R.S. 18A:6-10 et seq.

### B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems relating to employment which may from time to time arise affecting members of this unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

### C. PROCEDURES

#### 1. LEVEL ONE

Any individual who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

#### 2. LEVEL TWO

If, as a result of the discussion, the matter is not resolved to the satisfaction of the individual within five (5) school days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided. The immediate superior shall communicate his decision to the individual in writing, with reasons, within three (3) school days of receipt of the written grievance.

#### 3. LEVEL THREE

The individual, no later than five (5) school days after receipt of the immediate superior's decision may appeal the immediate superior's decision to the Superintendent of Schools or his designee. The appeal to the Superintendent or his designee must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decision previously rendered, furnishing the specific reasons for dissatisfaction. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10)



D. COST FOR BINDING ARBITRATION

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. MISCELLANEOUS

1. If more than one employee files the same grievance, the Association may request, in writing addressed to the Superintendent or his designee, that the procedures set forth in Levels One and Two be waived and the matter be presented de novo at Level Three and the grievance procedure continue as provided thereafter. The Superintendent or his designee must furnish an answer within five (5) school days. If the reply is in the negative, the employees will continue with these procedures commencing with Level One.
2. With the exclusion of Level One, all decisions rendered shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
3. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
6. Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which he is required to be present or furnish testimony or information relative to a grievance.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall be deemed to be acceptance of the decision rendered at that step.
8. It is understood that individuals shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.
9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

## TERMINAL LEAVE REMUNERATION PROGRAM (Continued)

When continuous employment is interrupted by non-reappointment due to reduction in force and the administrator or supervisor is subsequently rehired, said service shall be considered as if it were continuous.

- B. The accumulated terminal leave days shall be 100% of the unused regular sick days plus the applicable personal business days as provided in Article VI. Accumulation of the unused personal business days shall begin with the 1986-87 School Year.
- C. All employees covered by this Agreement are eligible to participate in this program. Employees employed for less than a full year shall accumulate a pro-rated share of terminal leave days.
- D. Payment shall be made according to the option selected by the terminated employee. The options available are:
  - 1. Lump sum payment-September of school year following termination.
  - 2. Lump sum payment-January of the calendar year following termination.
  - 3. 50% September of school year following termination.  
50% January of calendar year following termination.
- E.
  - 1. In the event of death of the terminated employee, prior to collecting the full benefits, his or her estate shall be paid the remainder.
  - 2. If notification of termination has been given during the school year in which termination is to occur, and death occurs after notification but before termination the employee's estate shall be paid inculcated benefits.
- F. In the event of death of an employee who meets the requirements of age and years of service in the district, his/her estate shall be entitled to all benefits as outlined above.
- G. If an employee submits his termination/resignation notice after January 1 of the school year in which such notice is to take effect or such termination/resignation is to take effect prior to June 30 of that school year, then such individual shall be ineligible for the terminal leave payment. The only exception to the preceding sentence is resignation for reasons of illness.

## ARTICLE XIII - PAYROLL SAVINGS PLAN

Any personnel covered by this contract may elect to have ten per cent (10%) of his/her salary deducted from his/her pay. The money to be deposited in his/her name, in one of the following accounts as he/she may elect:

- i. Columbia Bank
- ii. Central Bergen Federal Credit Union
- iii. One institution to be chosen by the Association from those institutions made available for this same purpose under the terms of the contract between the Board and the Fair Lawn Education Association.

2008-2009 Salary Schedules							
STEP	H.S. Prin.	M.S. Prin. Sp. Ed. Dir.	Elem. Prin.	V.P., H.S.	Athletic Director	10 months A.P., H.S.	11 months Subj. Supvr. M.S., V.P.
1	136,440	131,235	128,530	128,530	125,715	115,985	122,140
2	137,970	132,765	129,915	129,915	127,100	117,440	123,395
3	139,500	134,300	131,240	131,240	128,385	118,895	124,675
4	141,030	135,830	132,680	132,680	129,865	120,350	125,920
5	142,560	137,360	134,060	134,060	131,250	121,805	127,165
6	144,090	138,895	135,440	135,440	132,630	123,265	128,325
7	145,625	140,420	136,825	136,825	134,015	124,455	129,560
8	147,145	141,955	138,210	138,210	135,395	125,525	130,810
9	148,685	143,485	139,620	139,620	136,780	126,690	132,130
10	150,215	145,015	140,970	140,970	138,165	127,765	133,360
11	153,860	148,690	144,325	144,325	141,515	129,560	135,495

Effective July 1, 1997, every employee who completes 8 continuous years of service in the Fair Lawn School District in an administrative or supervisory position covered by this Agreement and who continues to be a member of the FLASA collective negotiations unit will, commencing July 1 of the school year following the completion of 8 years of service and every school year thereafter, receive a salary payment of \$800 in addition to the salary paid pursuant to the salary guide. Upon completion of 16 years of continuous service in an administrative or supervisory position covered by this Agreement, each employee will receive an additional payment of \$800, for a total payment of \$1,600 in addition to the salary paid pursuant to the salary guide. Upon completion of 24 years of continuous service in an administrative or supervisory position covered by this Agreement, each employee will receive an additional payment of \$800, for a total payment of \$2,400 in addition to the salary paid pursuant to the salary guide. Upon completion of 32 years of continuous service in an administrative or supervisory position covered by the Agreement, each employee will receive an additional payment of \$800, for a total payment of \$3,200 in addition to the salary paid pursuant to the salary guide. Upon completion of 40 years of continuous service in an administrative or supervisory position covered by this Agreement, each employee will receive an additional payment of \$800, for a total payment of \$4,000 in addition to the salary paid pursuant to the salary guide. All payments made pursuant to this paragraph will be paid in equal payroll installments as part of the employee's annual salary, and will be subject to appropriate payroll deductions.

#### ARTICLE XIV - SAVINGS CLAUSE

If any provision of this Agreement is, or shall be, at any time contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

#### ARTICLE XIV - DURATION

The provisions of this Agreement will be effective as of July 1, 2007, and will remain in full force and effect until June 30, 2010, subject to the right of the Board and the Association to negotiate for a modification of this Agreement. If no successor agreement is reached by June 30, 2010, the terms and conditions of this agreement shall remain in full force and effect until such time as a successor agreement is reached.

The School District of Fair Lawn, New Jersey

By Mary Monahan Wallace Date 1/22/08

President, Board of Education

By [Signature] Date 1/22/08

President, Fair Lawn Administrative and Supervisor Association

Attest:

By [Signature] Date \_\_\_\_\_  
Secretary, Board of Education

By [Signature] Date 1/22/08  
Secretary, Fair Lawn Administrative and Supervisory Association